

Marion Hopkins
Clerk of Court, Madison Parish

Telephone (318) 574-0655
Facsimile (318) 574-3961

E-mail: mpcofc@bellsouth.net



100 North Cedar
Post Office Box 1710
Tallulah, Louisiana 71282

CLERK'S CERTIFICATE

LORENZO PERKINS, JR. AND PAMELA D. BRADLEY

STATE OF LOUISIANA

PERKINS

PARISH OF MADISON

VS 21-94

SIXTH JUDICIAL DISTRICT COURT

SHEFFIELD RENTALS, INC., LOVE'S TRAVEL STOPS

& COUNTRY STORES, INC., ABC INSURANCE CO.,

AND DEF INSURANCE CO.

I, SHIRLEY TRUELOVE, DEPUTY CLERK OF COURT FOR THE ABOVE PARISH AND STATE, DO HEREBY CERTIFY THAT THE FOLLOWING 14 PAGES ARE A TRUE COPY OF THE ENTIRE CIVIL SUIT CAPTIONED ABOVE.

SHIRLEY TRUELOVE

DEPUTY CLERK

STATE OF LOUISIANA * PARISH OF MADISON

6TH JUDICIAL DISTRICT COURT

LORENZO PERKINS, JR.
AND PAMELA D. BRADLEY PERKINS

FILED: June 1, 2021

VERSUS NO. 21-94

SHEFFIELD RENTALS, INC.,
LOVE'S TRAVEL STOPS & COUNTRY
STORES, INC, ABC INSURANCE CO., AND
DEF INSURANCE CO.

BY: [Signature]
DY. CLERK

PETITION IN SUIT FOR DAMAGES

The petition of **LORENZO PERKINS and his wife PAMELA D. BRADLEY PERKINS**, both major domiciliary of Caddo Parish, Louisiana, through undersigned counsel, respectfully represents:

1.

The following parties are made defendants herein:

1. **SHEFFIELD RENTALS, INC**, a Mississippi business corporation who can be served through its registered agent, Sally Sheffield, at 1255 Highway 61 South, Vicksburg, MS 39180;
2. **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**, an Oklahoma business corporation who can be served through its corporate headquarters located at 10601 N. Pennsylvania Ave., Oklahoma City, OK 73120;
3. **ABC INSURANCE COMPANY**, a non-Louisiana insurance company actually doing business in the State of Louisiana; and
4. **DEF INSURANCE COMPANY**, a non-Louisiana insurance company actually doing business in the State of Louisiana.

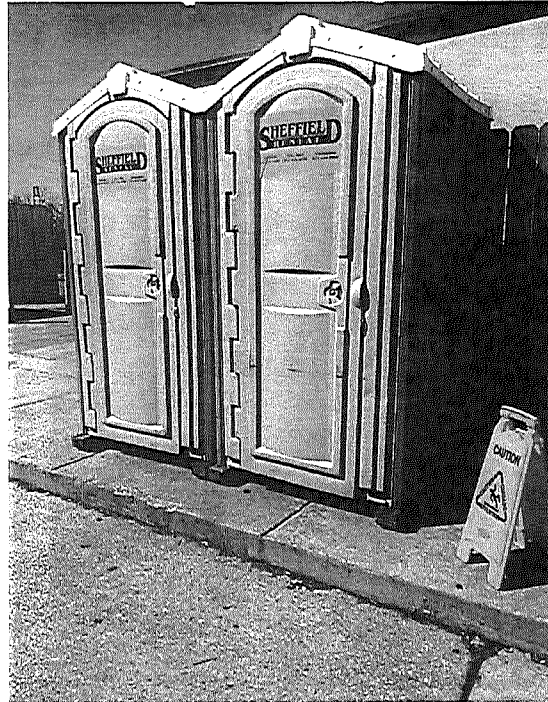
2.

Defendants are liable to plaintiff for damages in an amount as is reasonable in the premises, legal interest, and all costs for the following reasons.

3.

On or about February 22, 2021, petitioner, Lorenzo Perkins, was a customer at the Love's Travel Stops & Country Stores, Inc. store #237 located at 227 Highway 65 South, Tallulah, Madison Parish, Louisiana when he went to use an outdoor restroom (see below photograph) open to customers when he went to exit the restroom and fell, causing bodily injuries.

A TRUE COPY ATTEST
[Signature]
DY. CLERK OF COURT MADISON PARISH



*Note: This is an actual photograph of the restroom subject to this Petition; however, the caution sign was not present at the time of or prior to Mr. Perkins' fall.

4.

Plaintiff shows that the condition of the area of the restroom exit failed to meet applicable codes and/or standards and did not have proper means of egress and landing when exiting the restroom.

5.

The area where the restrooms were placed are owned by, maintained by, repaired by and is in the custody and control of **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**

6.

The restrooms were owned by and placed in this area by **SHEFFIELD RENTALS, INC.** at the direction and/or request of **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**

7.

This accident was caused by the negligence of **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.** in some or all of the following ways, but not limited hereto:

- a) Failing to do as a reasonable travel center would do;
- b) Failing to advise the public of the danger;
- c) Failing to maintain safe conditions;
- d) Failing to warn;
- e) Failing to recognize the hazard;
- f) Failing to ensure means of ingress/egress were safe;
- g) Failing to ensure means of ingress/egress were constructed and/or maintained in a reasonable manner;

- h) Failing to ensure means of ingress/egress were properly designed;
- i) Failing to ensure that proper building codes and regulations were followed;
- j) Failure to provide proper landing when exiting bathroom;
- k) Negligence per se;
- l) Res ipsa locquitur; and
- m) Respondeat superior.

8.

This accident was caused by the negligence of **SHEFFIELD RENTALS, INC.** in some or all of the following ways, but not limited hereto:

- a) Failing to do as a reasonable restroom rental company would do;
- b) Failing to advise the public of the danger;
- c) Failing to maintain safe conditions;
- d) Failing to warn;
- e) Failing to recognize the hazard;
- f) Failing to ensure means of ingress/egress were safe;
- g) Failing to ensure means of ingress/egress were constructed and/or maintained in a reasonable manner;
- h) Failing to ensure means of ingress/egress were properly designed;
- i) Failing to ensure that proper building codes and regulations were followed;
- j) Failure to provide proper landing when exiting bathroom;
- k) Negligence per se;
- l) Res ipsa locquitur; and
- m) Respondeat superior.

9.

The defendants failed to meet the minimal standards applicable to publicly used buildings regarding walkways and means of egress, specifically some of the following code provisions, in pertinent part, but not limited hereto:

NFPA 101 2009 Doors

7.2.1.3.2 "The elevation of the floor surfaces required by 7.2.1.3.1 shall be maintained on both sides of the doorway for a distance not less than the width of the widest leaf."

NFPA 101 1973

5-2153 Width and Floor Level "5-2153 The floor on both sides of a door shall be substantially level and shall have the same elevation on both sides of the door for a distance on each side at least equal to the width of the widest single door."

IBC 1003. 3.1.5 "Landings at Doors. Landings shall have a width not less than the width of the door..."

NFPA 101 Means of Egress

3.3.83 "Exit Discharge. That portions of a means of egress between the termination of an exit and a public way."

A7.1.10 Means of Egress Reliability. General. Means of egress shall be continuously maintained free of obstructions or impediments to full instant use in the case of fire or other emergency."

"7.1.10.2.1 No furnishings, decorations, or other objects shall obstruct exits or their access thereto, egress therefrom, or visibility thereof."

IBC 1003 Means of Egress

"1003.1 Applicability. The general requirements specified in Sect 1003....shall apply to all three elements of the means of egress system, in addition to those specific requirements for the exit access, the exit and the exit discharge..."

"1003.3 Protruding objects. Protruding objects on circulation routes shall comply with the requirements of Sections 1003.3.1 through 1003.3.4."

"1003.3.4 Clear width. Protruding objects shall not reduce the minimum clear width of accessible routes."

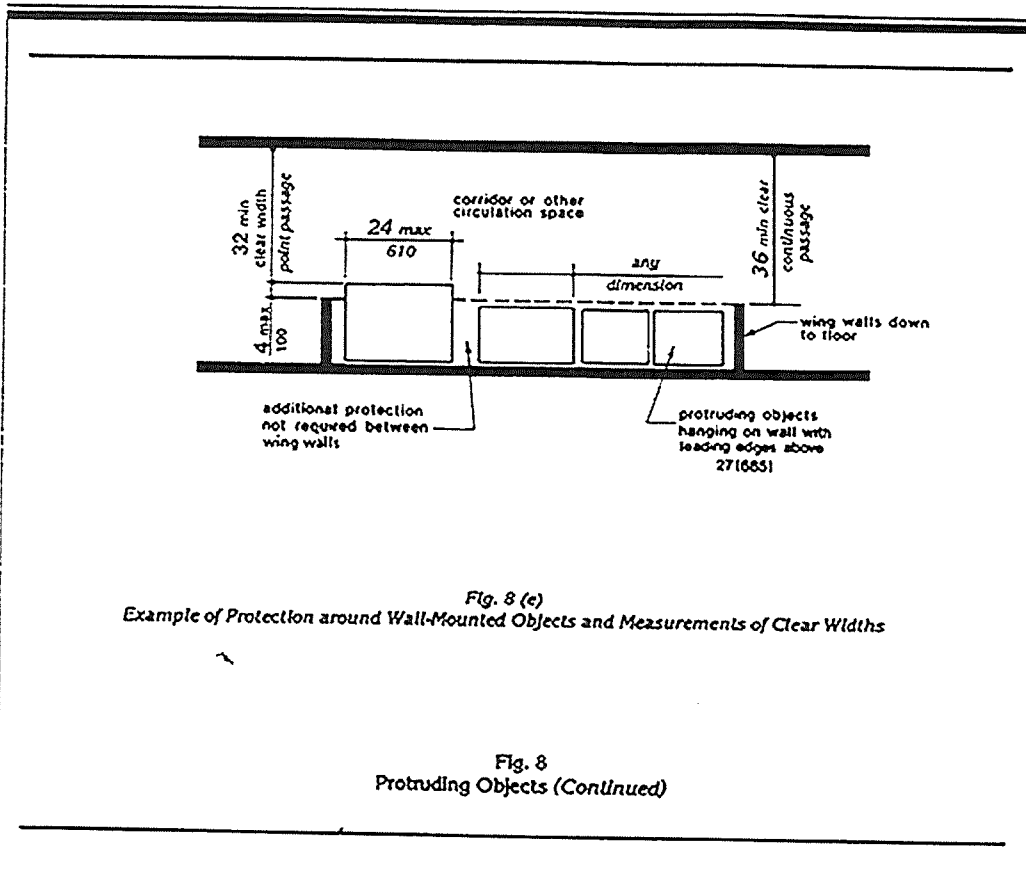
"The intent of this section is to limit the projections into an accessible route so that the minimum clear width of 36" is maintained along the route."

"4.2.1 Wheelchair passage width. The minimum clear width for single wheelchair passing shall be 32" at a point and 36" continuously."

"4.4.1 General. Objects protruding from walls ...with their leading edges between 27" and 80" and above the finish floor shall protrude no more than 4" into walks"

See Fig. 8 Protruding Objects 32" clear width and 36" continuous passage in "circulation spaces".

4.5 Ground and Floor Surfaces



Plaintiffs show that upon justification and belief, **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.** and **SHEFFIELD RENTALS, INC.** had prior knowledge of the defective condition of the means of ingress/egress prior to the incident described herein through constructive and/or actual knowledge.

11.

Plaintiff shows that the defective condition of the means of egress and/or lack of proper landing posed an unreasonable risk of harm to the public.

12.

Plaintiff shows that at the time of the incident described herein, **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC** was insured by **ABC INSURANCE CO.** and said policy was in full force and effect at the time of said incident.

13.

Plaintiff shows that at the time of the incident described herein, **SHEFFIELD RENTALS, INC** was insured by **DEF INSURANCE CO.** and said policy was in full force and effect at the time of said incident.

14.

Due to failures as alleged herein, Plaintiff suffered severe and debilitating bodily injuries including but not limited to injuries involving his finger, hand, left side, back, neck, segmental and somatic dysfunction of cervical region, segmental and somatic dysfunction of thoracic region, segmental and somatic dysfunction of lumbar, segmental and somatic dysfunction of sacral region, segmental and somatic dysfunction of pelvic region, segmental and somatic dysfunction of lower extremity, segmental and somatic dysfunction of upper extremity, strain of muscle fascia and tendon at neck level, strain of muscle and tendon of back wall of thorax, strain of muscle fascia and tendon of lower back, cervicalgia, pain in thoracic spine, low back pain, and post-traumatic headache. Plaintiff has undergone surgery and a second surgery is scheduled.

15.

Pamela D. Bradley Perkins is the wife of Lorenzo Perkins, Jr. Pamela D. Bradley Perkins joins in this lawsuit to assert her legal claims as to:

- a) loss of consortium (past, present and future);
- b) loss of love and affection (past, present and future);
- c) loss of emotional support (past, present and future);
- d) loss of financial support (past, present and future);
- e) loss of household duties and support (past, present and future); and
- f) mental anguish and suffering (past, present and future).

16.

As a result of this accident, defendants are liable to plaintiff for the following injuries:

- a) medical bills and expenses (past, present and future);
- b) pain and suffering (past, present and future);
- c) loss of enjoyment of life (past, present and future);

- d) mental and emotional anguish (past, present and future);
- e) physical disability, disfigurement and/or impairment (past, present and future);
- f) lost wages and earning capacity;
- g) all damages to be proven through trial; and
- h) loss of consortium.

17.

The defendants herein intentionally moved this restroom prior to any inspection being allowed to be performed in an effort to deprive the Plaintiff of the benefit of inspecting its condition whereby invoking a separate cause of action for spoliation of evidence.

18.

The decisions regarding the placement of the restroom was made with the intent of putting profits over people. These decisions flowed from the top of each corporation down. The named corporations herein are non-Louisiana corporations who are reasonably believed to have punitive damage statutes in their state(s) of operations, thus allowing for the award of punitive damages in this matter as per La. CC art 3546.

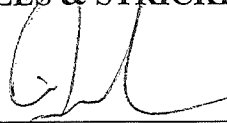
19.

Plaintiff reasonably expects that it will be necessary to hire experts to prosecute this matter, including but not limited to, medical and causation experts, code and construction experts, economist experts, life care planning experts, safety experts, etc. and Plaintiff asks that these expert fees be taxed as costs.

WHEREFORE, plaintiff prays that the defendants be duly cited and after due proceedings had, plaintiff be awarded damages in an amount as is reasonable including judicial interests, all costs, punitive damages and reasonably attorney fees.

Respectfully submitted,

HALES & STRICKLAND



Myrt T. Hales, Jr (No. 6426)
Joshua L. Strickland (No. 36690)
802 Julia Street
PO Drawer 149
Rayville, Louisiana 71269
318-728-4413
Fax: 318-728-6773
*Counsel for Plaintiff Lorenzo Perkins and Pamela D.
Bradley Perkins*

PLEASE SERVE:

SHEFFIELD RENTALS, INC.

Through long-arm citation via its registered agent:

Sally Sheffield

1255 Highway 61 South

Vicksburg, MS 39180

LOVES TRAVEL STOPS & COUNTRY STORES, INC.

Through long-arm citation via its corporate headquarters:

10601 N. Pennsylvania Ave.,

Oklahoma City, OK 73120

STATE OF LOUISIANA * PARISH OF MADISON
JUDICIAL DISTRICT COURT

LORENZO PERKINS, JR.

FILED: June 1, 2021

VERSUS

NO. 21-94

SHEFFIELD RENTALS, INC.,
LOVE'S TRAVEL STOPS & COUNTRY
STORES, INC, ABC INSURANCE CO., AND
DEF INSURANCE CO.

BY: [Signature]
DY. CLERK

TO: CLERK OF COURT, MADISON PARISH

REQUEST FOR WRITTEN NOTICE

PLEASE TAKE NOTICE that the undersigned counsel, attorneys for plaintiff, LORENZO PERKINS, JR, and PAMELA D. BRADLEY PERKSINS does hereby request written notice of the date of trial of the above entitled and captioned matter, as well as notice of hearings (whether on merits or otherwise), orders, judgments, interlocutory decrees, and any and all formal steps taken by the parties herein, the Judge or any member of the Court, as provided in Louisiana Code of Civil Procedure of 1960, particularly Articles 1572, 1913, and 1914.

Respectfully submitted,

HALES & STRICKLAND

[Signature]
Myrt T. Hales, Jr (No. 6426)
Joshua L. Strickland (No. 36690)
802 Julia Street
PO Drawer 149
Rayville, Louisiana 71269
318-728-4413
Fax: 318-728-6773
Counsel for Lorenzo Perkins, Jr
And Pamela D. Bradley Perkins

A TRUE COPY ATTEST

[Signature]
DY. CLERK OF COURT MADISON PARISH

Texas
STATE OF ~~LOUISIANA~~:
County
~~PARISH~~ OF Panola

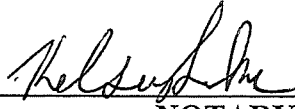
VERIFICATION

BEFORE ME, the undersigned Notary Public in and for the State of ~~Louisiana~~ ^{Texas} County ^{Panola} ~~Richland~~, came and appeared **PAMELA D. BRADLEY PERKINS**, who first being sworn, did depose and say:

That she is the Petitioner named in the above and foregoing Petition, that she has read same and all of the facts and allegations are true and correct to the best of her knowledge, information and belief.

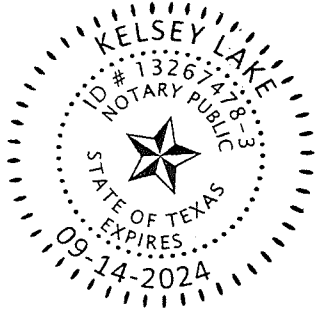

PAMELA D. BRADLEY PERKINS

SWORN TO AND SUBSCRIBED, before me, Notary this 18 day of May, 2021.



NOTARY PUBLIC
Print name: Kelsey Lake
Notary/Bar No.: 13267478-3

MY COMMISSION EXPIRES AT MY DEATH



Texas
STATE OF ~~LOUISIANA~~
County
PARISH OF Panola

VERIFICATION

BEFORE ME, the undersigned Notary Public in and for the State of Texas County
Panola Richland, came and appeared **LORENZO PERKINS, JR**, who first being sworn, did depose and
say:

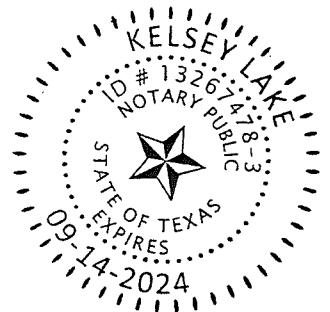
That he is the Petitioner named in the above and foregoing Petition, that he has read same
and all of the facts and allegations are true and correct to the best of his knowledge, information
and belief.

Lorenzo Perkins, Jr.
LORENZO PERKINS, JR.

SWORN TO AND SUBSCRIBED, before me, Notary this 18 day of
May, 2021.

Kelsey Lake
NOTARY PUBLIC
Print name: Kelsey Lake
Notary/Bar No.: 13267478-3

MY COMMISSION EXPIRES AT MY DEATH



HALES & STRICKLAND
LAW OFFICES
ATTORNEYS AT LAW

June 1, 2021
Shirley Strickland
By Clerk

Telephone (318) 728-4413

Telecopier (318) 728-6773

Myrt T. Hales, Jr.*
Joshua L. Strickland +

Email: mvyrt@haleslawoffice.net
Email: josh@haleslawoffice.net

* Member Louisiana & Texas Bar
+ Member Louisiana & Alabama Bar

Physical Address:
802 JULIA STREET
RAYVILLE, LOUISIANA 71269

Mailing Address:
POST OFFICE DRAWER 149
RAYVILLE, LOUISIANA 71269

May 27, 2021

Madison Parish Clerk of Court
P.O. Box 1710
Tallulah, LA 71282

Re: *Lorenzo Perkins, Jr. and Pamela D. Bradley Perkins vs. Sheffield Rentals, Inc.,
Love's Travel Stops & Country Stores, Inc. ABC Insurance Company and DEF
Insurance Company*

Dear Clerk:

Enclosed herewith please find the following:

1. Original Petition to be filed;
2. 2 copies for service;
3. One copy to be returned to our office; and
4. My check #8885 in the amount of \$500.00 for filing fees.

If any questions, I can be reached at:

Cell: 256-345-6654
Office: 318-728-4413
Fax: 318-728-6773
Email- josh@haleslawoffice.net

Thank you very much for your help and cooperation in connection with this matter.

With warmest regards, I remain

Yours very truly,

Dictated but not read

Josh Strickland

JLS:tjm
Enclosures

APPENDIX 9.6

LOUISIANA CIVIL CASE REPORTING

Civil Case Cover Sheet-LA. R.S. 13:4688, Part G, 13 of Louisiana Supreme Court
General Administrative Rules, and Appendix 9.6 of Louisiana District Court Rules

This civil case cover sheet shall be completed by counsel for the petitioner, counsel's authorized representative, or by the self-represented litigant (if not represented by counsel) and submitted with the original petition filed with the court. The information should be the best available at the time of filing. This information does not constitute a discovery request, response or supplementation, and is not admissible at trial.

Suit Caption:

Lorenzo Perkins, Jr. and
Pamela D. Bradley Perkins
Court: 6th JDC

Sheffield Rentals, Inc., Love's Travel Stops and
vs. Country Stores, Inc, ABC Ins. Co. and DEF Ins
Co.

Docket Number: _____

Parish of Filing: MadisonFiling Date: 5/27/21Name of Lead Petitioner's Attorney: Myrt T. Hales & Josh Strickland

Name of Self-Represented Litigant: _____

Number of named petitioners: 2Number of named defendants: 4

Type of Lawsuit: Please check the categories which most appropriately apply to this suit (no more than 3 categories should be checked):

☐ Auto: Personal Injury☐ Auto: Property Damage☐ Auto: Wrongful Death☐ Auto: Uninsured Motorist☐ Asbestos: Property Damage☐ Asbestos: Personal Injury/Death☐ Product Liability☒ Premise Liability☐ Intentional Bodily Injury☐ Intentional Property Damage☐ Intentional Wrongful Death☐ Unfair Business Practice☐ Business Tort☐ Fraud☐ Defamation☐ Professional Negligence☐ Environmental Tort☐ Medical Malpractice☐ Intellectual Property☐ Toxic Tort☐ Legal Malpractice☐ Other Tort (describe below)☐ Other Professional Malpractice☐ Redhibition☐ Maritime☐ Class Action (nature of case)☐ Wrongful Death☐ General Negligence

Please briefly describe the nature of the litigation in one sentence of additional detail:

Fell

Following the completion of this form by counsel, counsel's representative, or by the self-represented litigant, this document will be submitted to the Office of the Judicial Administrator, Supreme Court of Louisiana, by the Clerk of Court.

Name, address and contact information of per completing form:

Name Joshua Strickland Signature Address P.O. Drawer 149 Rayville, LA 71269Phone: 318-728-4413 Email address: Josh@haleslawoffice.net

A TRUE COPY ATTEST


DY. CLERK OF COURT MADISON PARISH

CITATION

LORENZO PERKINS JR, ET AL

Versus

SHEFFIELD RENTALS INC, ET AL



Case: 2021-000094

Division: B

6th Judicial District Court

Parish of Madison

State of Louisiana

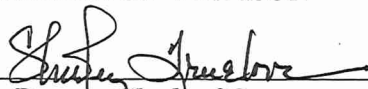
TO: LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.
 THROUGH LONG-ARM CITATION VIA ITS CORPORATE HEADQUARTERS:
 10601 N. PENNSYLVANIA AVE.
 OKLAHOMA CITY, OK 73120

YOU HAVE BEEN SUED.

Attached to this citation is a certified copy of the petition. The petition tells you what you are being sued for. You must either do what the petition asks, or within THIRTY (30) DAYS after the filing in the record of an affidavit by the individual who mailed these documents to you showing that they were enclosed in an envelope addressed with sufficient postage affixed and the date they were deposited in the United States Mail to you and the return receipt showing delivery thereof, you must file an answer or other legal pleading in the office of the Clerk of Court at the Madison Parish Courthouse, Tallulah, Louisiana. If you do not do what the petition asks, or if you do not file an answer or other legal pleading within THIRTY (30) DAYS, a judgment may be entered against you without further notice.

THIS CITATION WAS ISSUED BY THE CLERK OF COURT FOR MADISON PARISH ON THE 3RD DAY OF JUNE A.D., 2021.

CLERK OF COURT
 6th JUDICIAL DISTRICT
 PARISH OF MADISON

BY: 
 Deputy Clerk of Court

By regular mail a certified copy of this Citation along with a certified copy of the PETITION IN SUIT FOR DAMAGES/REQUEST FOR WRITTEN NOTICE was sent

TO: JOSHUA L. STRICKLAND, ATTY., P.O. DRAWER 149, RAYVILLE, LOUISIANA 71269

on this the 3RD day of JUNE, 2021 for mailing.

BY: 
 Deputy Clerk of Court

A TRUE COPY ATTEST


 DY. CLERK OF COURT MADISON PARISH

[ORIGINAL]

CITATION

LORENZO PERKINS JR, ET AL

Versus

SHEFFIELD RENTALS INC, ET AL



Case: 2021-000094

Division: B

6th Judicial District Court

Parish of Madison

State of Louisiana

TO: SHEFFIELD RENTALS INC.
 THROUGH LONG-ARM CITATION VIA ITS REGISTERED AGENT:
 SALLY SHEFFIELD
 1255 HIGHWAY 61 SOUTH
 VICKSBURG, MS 39180

YOU HAVE BEEN SUED.

Attached to this citation is a certified copy of the petition. The petition tells you what you are being sued for. You must either do what the petition asks, or within THIRTY (30) DAYS after the filing in the record of an affidavit by the individual who mailed these documents to you showing that they were enclosed in an envelope addressed with sufficient postage affixed and the date they were deposited in the United States Mail to you and the return receipt showing delivery thereof, you must file an answer or other legal pleading in the office of the Clerk of Court at the Madison Parish Courthouse, Tallulah, Louisiana. If you do not do what the petition asks, or if you do not file an answer or other legal pleading within THIRTY (30) DAYS, a judgment may be entered against you without further notice.

THIS CITATION WAS ISSUED BY THE CLERK OF COURT FOR MADISON PARISH ON THE 3RD DAY OF JUNE A.D., 2021.

CLERK OF COURT
 6th JUDICIAL DISTRICT
 PARISH OF MADISON

BY:

Shirley J. Jurek
 Deputy Clerk of Court

By regular mail a certified copy of this Citation along with a certified copy of the PETITION IN SUIT FOR DAMAGES/REQUEST FOR WRITTEN NOTICE was sent

TO: JOSHUA L. STRICKLAND, ATTY., P.O. DRAWER 149, RAYVILLE, LOUISIANA 71269

on this the 3RD day of JUNE, 2021 for mailing.

BY:

Shirley J. Jurek
 Deputy Clerk of Court

A TRUE COPY ATTEST

Shirley J. Jurek
 DY. CLERK OF COURT MADISON PARISH

[ORIGINAL]